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JUN 16 2015

JAMES N. HATTEN, Clerk
By:  Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DON LUCIER,

Plaintiff,

v.

OGNIO GRADING, INC.,
OGNIO MASONRY COMPANY, INC.
OGNIO HOLDINGS, LLC,
and ROGER OGNIO,

Defendants.

Civil Action No.
3:15-CV-40-TCB

ORDER

This matter is before the Court on the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims. For the reasons herein, the motion is **GRANTED**.

In his Complaint, Plaintiff alleges a claim against Defendants for unpaid overtime wages pursuant to the Fair Labor Standard Act, 29 U.S.C. § 201, *et seq.*, ("FLSA"). The parties have informed the Court that, after the voluntary production of documents related to this claim and negotiations through their attorneys, they have reached a settlement of this claim. Pursuant to *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982), however, the Court is required to review the parties' settlement agreement.

In conducting this review, a district court must "scrutiniz[e] the settlement

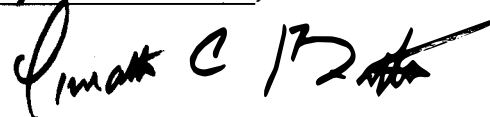
for fairness,” and determine whether the settlement is a “fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Id.* at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation “is more likely to reflect a reasonable compromise of disputed issues.” *Id.* The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.* at 1354.

Here, the parties acknowledge there is a bona fide dispute regarding Plaintiff’s claims. However, the parties represent that they have been able to reach a settlement agreement with respect to these claims, and the Plaintiff acknowledges that the amounts that are to be paid to him under the settlement agreement fairly and fully compensate him for all overtime and other wages allegedly owed to him by the Defendants, as well as for his attorney’s fees incurred in connection with his claims. In exchange for these payments, Plaintiff has agreed to a release of claims against the Defendants and to dismiss his Complaint and this civil action in its entirety with prejudice.

The Court has reviewed the settlement agreement executed by the parties and, based on the contents therein and the representations of the parties, finds that the compromise reached is a fair and reasonable resolution of the dispute. Therefore, it is **ORDERED AND ADJUDGED** that the parties’ Joint Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court

APPROVES the settlement agreement between the parties, and **ORDERS** that Plaintiff's Complaint and this civil action in its entirety is hereby **DISMISSED WITH PREJUDICE**.

SO ORDERED this 16th day of June, 2015.



United States District Court Judge